

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

SERENO CANYON PRELIMINARY PLAT

R1-130 AMENDED DEVELOPMENT STANDARDS

City of Scottsdale Zoning Ordinance

[PREVIOUSLY APPROVED WITH #1-ZN-2005 – NOT SUBJECT TO REAPPROVAL, PROVIDED FOR REFERENCE PURPOSES ONLY]

Sec. 5.020. Single-family Residential (R1-130) SINGLE-FAMILY RESIDENTIAL DISTRICT.

Sec. 5.021. Purpose.

This district is intended to promote and preserve residential development. Large lots are required to maintain a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto together with required recreational, religious and educational facilities.

Sec. 5.022. Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses: Any use permitted in the (R1-190) single-family residential district (see section 5.012A)

B. Uses subject to conditional use permit.

Any use permitted by conditional use permit in the (R1-190) single-family residential district (see section 5.012B)

Sec. 5.023. Approvals required.

Prior to development of any municipal use, or any use requiring a conditional use permit, Development Review Board approval shall be obtained as outlined in article I, section 1.900 hereof.

(Ord. No. 3225, § 1, 5-4-99)

Sec. 5.024. Property development standards.

The following property development standards shall apply to all land and buildings in the R1-130 district:

19-PP-2013
12/11/2013

A. Lot area.

1. Each lot shall have a minimum lot area of not less than ~~one hundred thirty thousand (130,000)~~ **FORTY-NINE THOUSAND (49,000)** square feet.
2. If a parcel of land or a lot of record in separate ownership has less width or area than herein required and has been lawfully established and recorded prior to the date of the passage of this ordinance, such lot may be used for any purpose permitted in this section.

B. Lot dimensions.

Width. All lots shall have a minimum lot width of ~~two hundred (200) feet~~ **ONE HUNDRED FIFTY (150)**.

C. Density. There shall be not more than one (1) single-family dwelling unit on any one (1) lot.

D. Building height. No building shall exceed twenty-four (24) feet in height, except as otherwise provided in article VII.

E. Yards.

1. Front Yard.

- a. There shall be a front yard having a depth of not less than ~~sixty (60)~~ **FORTY-FIVE (45)** feet.
- b. Where lots have a double frontage on two (2) streets, the required front yard of ~~sixty (60)~~ **FORTY-FIVE (45)** feet shall be provided on both streets.
- c. On a corner lot, the required front yard of ~~forty (40)~~ **THIRTY (30)** feet shall be provided on each street. No accessory buildings shall be constructed in a front yard. Exception: On a corner lot which does not abut a key lot or an alley adjacent to a key lot, accessory buildings may be constructed in the yard facing the side street.

2. Side Yard. There shall be a side yard of not less than ~~thirty (30)~~ **FORTY-FIVE (45)** feet on each side of a building.

3. Rear Yard. There shall be a rear yard having a depth of not less than ~~sixty (60)~~ **FORTY-FIVE (45)** feet.

4. Other requirements and exceptions as specified in article VII.

F. Distance between buildings.

1. There shall be not less than ten (10) feet between an accessory building and the main building.

2. The minimum distance between main buildings on adjacent lots shall be not less than ~~sixty (60)~~ **FORTY-FIVE (45)** feet.

G. *Walls, fences and landscaping.* Walls, fences and hedges up to eight (8) feet in height are allowed on the property line or within the required side and rear yard. Walls, fences and hedges up to twelve (12) feet are allowed subject to a twenty-foot setback from the side and rear property line. Walls, fences and hedges shall not exceed three (3) feet in height on the front property line or within the required front yard, except as provided in article VII. The height of the wall or fence is measured from the inside of the enclosure. Exception: Where a corner lot does not abut a key lot or an alley adjacent to a key lot, the height of walls, fences and hedges in the yard facing the side street need only conform to the side yard requirements.

H. *Access.* All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

I. *Corral.* Corral not to exceed six (6) feet in height shall be permitted on the property line or within the required front, side or rear yard.

Sec. 5.025. Off-street parking.

The provisions of article IX shall apply.

Sec. 5.026. Signs.

The provisions of article VIII shall apply.

SERENO CANYON PRELIMINARY PLAT

AMENDED DEVELOPMENT STANDARDS City of Scottsdale Zoning Ordinance

Sec. 5.100. R1-43 SINGLE-FAMILY RESIDENTIAL DISTRICT.

Sec. 5.101. Purpose.

This district is intended to promote and preserve residential development. Large lots are required to maintain a low density of population. The principal land use is single-family dwellings and uses incidental or accessory thereto together with required recreational, religious and educational facilities.

Sec. 5.102. Use regulations.

A. Permitted uses. Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

- 1. Accessory buildings, private swimming pools, home occupations and other accessory uses.**
- 2. Adult care homes; subject to the following criteria:**
 - a. Floor area ratio: In no case shall the gross floor area of the structure(s) exceed an amount equal to thirty-five hundredths (0.35) multiplied by the net lot area.**
 - b. Capacity: The maximum number of residents other than the manager or owner and/or day care clients at the home shall be ten (10).**
 - c. Location: An adult care home shall not be located within seven hundred fifty (750) feet of another adult care home on the same street frontage or within five hundred (500) feet in any other direction of another adult care home.**
 - d. Compatibility: The home and its premises shall be maintained in a clean, well-kept condition that is consistent in materials and design style with homes in the surrounding or adjacent neighborhood.**
 - e. Parking: All parking for the owner and any employees shall be provided in off-street locations but in no case shall parking occupy more than three-tenths (0.3) of the required front yard.**
- 3. Day care home.**

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4. Day care group home.
5. Dwelling units, single-family.
6. Guest houses with cooking facilities, as an accessory use subject to the following criteria:
 - a. The minimum lot size shall be thirty-five thousand (35,000) square feet.
 - b. No more than one (1) per lot shall be permitted.
 - c. Parking shall be located behind the established front building line.
 - d. The square footage shall be no greater than one-half the square footage of the principal building.
7. Model homes.
8. Municipal uses.
 - 8.1. Wireless communications facilities; Types 1, 2, and 3, subject to the requirements of Sections 1.906, 3.100 and 7.200.
9. Private tennis courts.
10. Public elementary and high schools.
11. Temporary sales office buildings and buildings for uses incidental to construction work, to be removed upon completion or abandonment of construction work.
12. Churches and places of worship; subject to Development Review Board approval and compliance with the following standards, as well as those otherwise required in the district:
 - a. Lot area: The minimum lot area shall be equal to that required for the district, except that no lot shall be less than twenty thousand (20,000) square feet (net).
 - b. Floor area ratio: In no case shall the gross floor area of the structure(s) exceed an amount equal to two-tenths (0.2) multiplied by the net lot area.
 - c. Building height: Development Review Board may allow building heights, including towers, spires, and mechanical equipment (such equipment must be screened) limited to thirty (30) feet in height, and may allow a maximum of ten (10) percent of the roof area to exceed the height limit by fifteen (15) feet. Height and location are subject to the

Development Review Board review and approval for compatibility with the established neighborhood character. Maximum permissible heights may not be achievable in all neighborhoods. (This provision supersedes sections 7.100--7.102, exceptions to height restrictions, which shall not apply to churches within this district.)

d. Open space: In no case shall the open space requirement be less than twenty-four (24) percent of the total lot area for zero (0) to twenty (20) feet of total building height, plus four-tenths (0.4) percent of the total site for each foot of height above twenty (20) feet. All NAOS requirements of the district must be met and may be applied towards the overall open space requirement subject to compliance with NAOS standards.

e. Parking: Parking shall observe the minimum front yard setbacks of the district for all frontages. On streets classified by the Scottsdale General Plan as major arterial or greater, parking may be located between the established front building line and the front yard setback. On all other street classifications, parking shall be located behind the established front building line(s).

A minimum of fifteen (15) percent of all parking areas shall be landscaped.

A ten-foot minimum landscape setback shall be provided where parking is adjacent to residential districts.

f. Lighting: All pole mounted lighting shall be directed down and shielded and shall be a maximum of sixteen (16) feet in height.

All lighting adjacent to residential districts shall be set back a minimum of thirty (30) feet from the property line. All lighting, other than security, shall be shut off by 10:00 p.m.

g. Screening: There shall be a minimum six-foot high masonry wall and/or landscape screen, as approved by the Development Review Board, on the side and rear property lines that are adjacent to residential districts.

There shall be a three-foot high landscaped berm along all street frontage where parking occurs.

Sec. 5.103. Approvals required.

Prior to development of any municipal use, or any use requiring a conditional use permit, Development Review Board approval shall be obtained as outlined in article I, section 1.900 hereof.

(Ord. No. 3225, § 1, 5-4-99)

Sec. 5.104. Property development standards.

The following property development standards shall apply to all land and buildings in the R1-43 district:

A. Lot area.

1. Each lot shall have a minimum lot area of not less than ~~forty three thousand (43,000)~~ **THIRTY-TWO THOUSAND TWO HUNDRED FIFTY (32,250)** square feet.

2. If a parcel of land or a lot of record in separate ownership has less width or area than herein required and has been lawfully established and recorded prior to the date of the passage of this ordinance, such lot may be used for any purpose permitted in this section.

B. Lot dimensions.

Width. All lots shall have a minimum lot width of ~~one hundred fifty (150)~~ **ONE HUNDRED THIRTEEN (113)** feet.

C. Density. There shall be not more than one (1) single-family dwelling unit on any one (1) lot.

D. Building height. No building shall exceed thirty (30) feet in height, except as otherwise provided in article VII.

E. Yards.

1. Front Yard.

a. There shall be a front yard having a depth of not less than ~~forty (40)~~ **THIRTY (30)** feet.

b. Where lots have a double frontage on two (2) streets, the required front yard of ~~forty (40)~~ **THIRTY (30)** feet shall be provided on both streets.

c. On a corner lot, the required front yard of ~~forty (40)~~ **THIRTY (30)** feet shall be provided on each street. No accessory buildings shall be constructed in a front yard. Exception: On a corner lot which does not abut a key lot or an alley adjacent to a key lot, accessory buildings may be constructed in the yard facing the side street.

2. Side Yard. There shall be a side yard of not less than ~~twenty (20)~~ **FIFTEEN (15)** feet on each side of a building.

3. Rear Yard. There shall be a rear yard having a depth of not less than ~~thirty five (35)~~ **TWENTY-SEVEN (27)** feet.

4. Other requirements and exceptions as specified in article VII.

F. Distance between buildings.

1. There shall be not less than ten (10) feet between an accessory building and the main building.

2. The minimum distance between main buildings on adjacent lots shall be not less than ~~forty (40)~~ **THIRTY (30)** feet.

G. Buildings, walls, fences and landscaping.

1. Eight-foot walls, fences and hedges are allowed on the property line or within the required side and rear yard. Walls, fences and hedges up to twelve (12) feet are allowed subject to a twenty-foot setback from the side and rear property line. Walls, fences and hedges shall not exceed three (3) feet in height on the front property line or within the required front yard, except as provided in article VII. The height of the wall or fence is measured from the inside of the enclosure. Exception: Where a corner lot does not abut a key lot or an alley adjacent to a key lot, the height of walls, fences and hedges in the yard facing the side street need only conform to the side yard requirements.

2. A minimum of five (5) percent of all parking lot areas shall be landscaped as determined by use permit. All landscaped areas shall be maintained to city standards.

H. Access. All lots shall have vehicular access on a dedicated street, unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

I. Corral: Corral not to exceed six (6) feet in height shall be permitted on the property line or within the required front, side or rear yard.

(Ord. No. 2509, § 1, 6-1-93)

Sec. 5.105. Off-street parking.

The provisions of article IX shall apply.

Sec. 5.106. Signs.

The provisions of article VIII shall apply.



DECLARATION OF CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: DAVID GULINO

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: 9-4-14 AGENDA ITEM NO.: 3

DESCRIPTION OF ITEM: 19-PP-2013 SERENO CANYON

I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain:

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

Signature

9-4-14 Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



DECLARATION OF CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: DAVID GULINO

PUBLIC BODY: DRB

DATE OF PUBLIC MEETING: 8/21/14 AGENDA ITEM NO.: 7

DESCRIPTION OF ITEM: CASE # 19-PP-2013 SERENO PRE PLAT

I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

[Empty line for description]

I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: APPLICANT & PROJECT ARE PREVIOUS CLIENT & JOB

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Handwritten Signature]

8/21/14 Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Natalie Bombardieri
Countersigned

CHICAGO TITLE INSURANCE COMPANY
BY *[Signature]* President
ATTEST *[Signature]* Secretary



CHICAGO TITLE INSURANCE COMPANY

2555 E. Camelback Rd., # 500
Phoenix, AZ 85016

SCHEDULE A

Title Officer: Sonja Liechty
Escrow Officer: Builder Services
Escrow No.: CTA1109940-CTA2955

1. Effective date: December 6, 2011 at 07:30 AM
2. Policy or Policies to be issued: Amount
 - (a) Owner's Policy (ALTA Owner's Policy (06/17/2006))
Proposed Insured:
City of Scottsdale
3. The estate or interest in the land described or referred to in this Commitment is:
A Fee
4. Title to the estate or interest in the land is at the Effective Date vested in:
Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)
Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)
Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)
Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)
Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)
Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)
Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)
Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)
PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

CHICAGO TITLE INSURANCE COMPANY
LEGAL DESCRIPTION
EXHIBIT "ONE"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lots 1 through 26, inclusive and Lots 28 through 46, inclusive, FINAL PLAT FOR SERENO CANYON PHASE 1, according to Book 910 of Maps, page 16, and Certificate of Correction recorded in Recording No. 2007-413301, and Affidavit of Amendment recorded in Recording No. 2007-603846, records of Maricopa County, Arizona

Parcel 1A:

Lot 27, of Lot 27 of SERENO CANYON PHASE 1, according to Book 1042 of Maps, page 27, records of Maricopa County, Arizona.

Parcel 2:

Lots 1 through 28 inclusive, FINAL PLAT FOR SERENCO CANYON PHASE 2, according to Book 974 of Maps, page 40, records of Maricopa County, Arizona

Parcel 3:

Lots 1 through 22 inclusive, FINAL PLAT FOR SERENO CANYON PHASE 3, according to Book 974 of Maps, page 41, records of Maricopa County, Arizona.

Parcel 4:

The west half of Parcel 2, THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT ONE, according to Book 191 of Maps, page 26, records of Maricopa County, Arizona

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - SECTION I
REQUIREMENTS

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Payment of taxes for the first half of the year 2011 plus interest and penalties, if any. (APN: 217-01-119)
6. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

NOTE: No contact information can be found of record for the association pursuant to ARS 33-1807(J).

7. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
8. Furnish a plat of a ALTA/ACSM Land Title Survey. If the owner of subject property is in possession of a current ALTA/ACSM Land Title Survey, this Company will require that said Survey be submitted for review and approval. Otherwise, a new survey, satisfactory to the Company, must be prepared by a registered land surveyor and supplied to the Company prior to the close of escrow. The Company reserves the right to except additional items and/or make additional requirements after review of such survey.

Said Plat of Survey shall include the recommended certification and at the minimum, also have shown thereon Items 1, 2, 6 through 11, 16, 19, and 20 from Table A thereof.

Note: If an ALTA 3.1 Zoning Endorsement is requested, Items 7a, 7b, 7c and 9 of Table A will also be required. The number and type of parking spaces must be shown on the survey. Property use information must also be provided to Chicago Title Insurance Company.

9. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

SCHEDULE B - SECTION I

(Continued)

12. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.
13. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$643,950.00
 Dated: February 21, 2008
 Trustor/Grantor: Richard S. Popper, a married man
 Trustee: Johnson Bank
 Beneficiary: Johnson Bank
 Loan No.
 Recording Date: February 28, 2008
 Recording No: 2008-178393

15. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$500,000.00
 Dated: July 16, 2007
 Trustor/Grantor: Corn Investments, LLC, an Arizona Limited Liability Company
 Trustee: Lagacy Bank
 Beneficiary: Lagacy Bank
 Loan No.
 Recording Date: July 25, 2007
 Recording No: 2007-844372

SCHEDULE B - SECTION I

(Continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Enterprises Bank & Trust
 Loan No.:
 Recording Date: June 24, 2011
 Recording No: 2011-528002

16. Furnish for recordation a release of Notice of Lien by Department of Child Support Sevices, San Jose, California VS Nathan Moore in the Amount of \$311.00, recorded 07/02/2007 in Recording No. 2007-757352.

17. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff: Tidewater Finance Company
 Defendant: Nathan Moore
 Principal Amount: \$12,210.00
 Recording Date: June 17, 2009
 Recording No: 2009-553180

18. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff: American Family Mutual Insurance Company
 Defendant: Nathan Thomas Moore
 Principal Amount: \$30,910.37
 Recording Date: July 14, 2011
 Recording No: 2011-585356

19. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff: Midland Funding LLC
 Defendant: Betty A. Moore
 Principal Amount: \$2,639.46
 Recording Date: April 21, 2008
 Recording No: 2008-349770

20. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff: Capital One Bank
 Defendant: Betty A. Moore
 Principal Amount: \$2,276.93
 Recording Date: June 30, 2008
 Recording No: 2008-576718

21. Furnish for recordation a release or certificate of discharge of the federal tax lien(s) shown below:

Federal Serial No.: 725542610
 Taxpayer: Elizabeth Moore
 Amount: \$37,158.83
 Recording Date: December 6, 2010
 Recording No: 2010-1059588

SCHEDULE B - SECTION I

(Continued)

22. Furnish for recordation a Satisfaction or Release of that certain judgment

Plaintiff:	Midland Funding LLC
Defendant:	Abby Fisher and Thomas Fisher, her husband
Principal Amount:	\$1,526.72
Recording Date:	August 12, 2009
Recording No:	2009-746927

23. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Sereno 32, LLC, an Arizona Limited Liability Company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

24. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Senero 41, LLC an Arizona Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

25. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Corn Investments, LLC, an Arizona Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

26. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Outcrop, LLC, an Arizona Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

27. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: PATOCA, LLC, an Arizona Limited Liability Company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE B - SECTION I

(Continued)

28. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed

Grantor(s): Richard S. Popper, a married man as his sole and separate property (as to Lot 10 Parcel 1)

Nat Moore and Betty Moore, husband and wife (as to Lot 30 Parcel 1)

Sereno 32, LLC, an Arizona Limited Liability Company (as to Lot 32 Parcel 1)

Thomas E. Fisher, an unmarried man (as to Lot 34 Parcel 1)

Andrius Birutis and Deborah A. Birutis, husband and wife (as to Lot 37 Parcel 1)

Sereno 41, LLC, an Arizona Limited Liability Company (as to Lot 41 Parcel 1)

Corn Investments, LLC, an Arizona Limited Liability Company (as to Lot 42 Parcel 1)

Outcrop Court, LLC, an Arizona Limited Liability Company (as to Lot 43 Parcel 1)

PATOCA, LLC, an Arizona Limited Liability Company (as to Lot 44 Parcel 1) and

McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation (as to the remainder)

Grantee(s): City of Scottsdale, an Arizona municipal corporation

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

29. Tax Note:

Year: 20113

Tax Parcel No: 217-01-011A and 217-01-110 to 155; 161 to 188; 195 to 216.

(See Tax Sheets attached.)

END OF SCHEDULE B - SECTION I

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.
3. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2011 Taxes, except APN: 217-01-136, 139, 141, 146, 150 and 152.
4. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
5. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Goldie Brown Pinnacle Peak Ranch Unit One recorded in Book 191 of Maps, Page 26.
8. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: Docket 12325, Page 538

9. Resolution FCD 2001R009 in favor of Rio Verde

For:	Rio Verde Area Drainage and Floodplain Management
Recording Date:	August 30, 2001
Recording No.:	2001-0801097

10. Matters contained in that certain document

Entitled:	Development Agreement
Recording Date:	April 11, 2006
Recording No:	2006-0483131

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Utilities
Recording Date:	March 6, 2007
Recording No:	2007-0272035

SCHEDULE B - SECTION II

(Continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Utilities
Recording Date: March 6, 2007
Recording No: 2007-0272191

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Utilities
Recording Date: March 6, 2007
Recording No: 2007-0272195

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public Trail
Recording Date: March 6, 2007
Recording No: 2007-0272197

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Sight Distance
Recording Date: March 6, 2007
Recording No: 2007-0272198

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage or Flood Control
Recording Date: March 6, 2007
Recording No: 2007-0272199

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage or Flood Control
Recording Date: March 6, 2007
Recording No: 2007-0272204

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage or Flood Control
Recording Date: March 6, 2007
Recording No: 2007-0272205

19. Matters contained in that certain document

Entitled: Wall and Landscape Easement Declaration
Recording Date: March 8, 2007
Recording No: 2007-0280468

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

20. Matters contained in that certain document

Entitled: Private Drainage Easement Declaration
Recording Date: March 8, 2007
Recording No: 2007-0280519

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled: Private Drainage Easement Declaration
Recording Date: March 8, 2007
Recording No: 2007-0280520

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled: Private Drainage Easement Declaration
Recording Date: March 8, 2007
Recording No: 2007-0280524

Reference is hereby made to said document for full particulars.

23. Matters contained in that certain document

Entitled: Temporary Access Easement Declaration
Recording Date: March 12, 2007
Recording No: 2007-0290982

Reference is hereby made to said document for full particulars.

24. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Sereno Canyon Phase I, recorded in Book 910 of Maps, Page 16, thereafter Certificate of Correction recorded in Recording No. 2007-0413301 and Affidavit of Amendment recorded in Recording No. 2007-0603846.;

Thereafter City of Scottsdale Release of Easement Subdivision or Map of Dedication Affecting Lot 27 of said plat, recorded in Recording No. 2009-1000641; Recording No. 2009-1000645; Recording No. 2009-1000646 and in Recording No. 2009-1000647.

25. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: 2007-0448214 and
Declaration of Annexation for Sereno Canyon Phase 2 recorded in Recording No. 2008-181258 and
Declaration of Annexation for Sereno Canyon Phase 3 recorded in Recording No. 2008-181259.

SCHEDULE B - SECTION II

(Continued)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Sereno Canyon Homeowners Association

26. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470890

Reference is hereby made to said document for full particulars.

27. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470892

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470894

Reference is hereby made to said document for full particulars.

29. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: April 23, 2007
Recording No: 2007-0470896

Reference is hereby made to said document for full particulars.

30. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: June 1, 2007
Recording No: 2007-0639965 and Termination of Easement Agreement recorded
in Recording No. 2007-1295873.

Reference is hereby made to said document for full particulars.

31. A resolution in favor of City of Scottsdale

For: Abandoning a portion of public right of way
Recording Date: July 9, 2007
Recording No.: 2007-0780189

32. Easements, covenants, conditions and restrictions as set forth on the recorded plat of Lot 27 of Sereno Canyon Phase I, recorded in Book 1042, Page 27.

SCHEDULE B - SECTION II

(Continued)

33. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 910 of Maps, page 16.
34. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 40.
35. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 974 of Maps, page 41.
36. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: roadway and right of way for utilities
 Recording Date: February 15, 1977
 Recording No: Docket 12076, page 648

37. Memorandum relating to Abandonment of Street contained in Recording No. 2004-1264259, 2004-1264265, 2004-1264268, 2004-1264277 and 2004-1270836.

38. Matters contained in that certain document

Entitled: Facility Payback Agreement for Sewer System Improvements in the Sereno Canyon Service Area
 Dated: 12/14/2010
 Executed by: The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
 Recording Date: December 21, 2010
 Recording No: 2010-1110660 and 2010-1110859.

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document

Entitled: Sereno Canyon Water and Sewer Credit Agreement
 Dated: 12/14/2010
 Executed by: The City of Scottsdale and McDowell Mountain Back Bowl, L.L.C., an Illinois limited liability corporation
 Recording Date: December 21, 2010
 Recording No: 2010-1110685

Reference is hereby made to said document for full particulars.

40. City of Scottsdale Release of Easement Subdivision or Map of Dedication recorded in Recording No. 2009-1000641, 2009-1000645, 2009-1000646, 2009-1000647 (Lot 27 of Book 910 of Maps, page 16)

41. Matters contained in that certain document

Entitled: Developer Water Line Payback Agreement
 Recording Date: July 7, 2010
 Recording No: 2010-572914

Reference is hereby made to said document for full particulars.

SCHEDULE B - SECTION II

(Continued)

42. Matters contained in that certain document

Entitled: Notice of Reimbursement for Water Line Extensions
recorded in Recording No. 2010-572911, 2010-572913, 2010-572915, 2010-572916, 2010-572918, and
2010-572919

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B - SECTION II

CHICAGO TITLE INSURANCE COMPANY

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
or
 - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services,

labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	\$ 10,000.00
1.00% of Policy Amount Shown in Schedule A	
or	
\$ 2,500.00	
(whichever is less)	
Covered Risk 18:	\$ 25,000.00
1.00% of Policy Amount Shown in Schedule A	
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 19:	\$ 25,000.00
1.00% of Policy Amount Shown in Schedule A	
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 21:	\$ 5,000.00
1.00% of Policy Amount Shown in Schedule A	
or	

\$ 2,500.00
(whichever is less)

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company; not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

SERENO CANYON LEGAL DESCRIPTION

Source: ALTA/ACSM LAND TITLE SURVEY by WOOD/PATEL

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A parcel of land lying within Section 11, Township 4 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL NO 1:

Lots 1 through 46, inclusive, and Tracts "A" through "E", inclusive, of Sereno Canyon Phase 1, as shown on Final Plat recorded in Book 910 of Maps, page 16, Maricopa County Records.

PARCEL NO 2:

Lots 1 through 28, inclusive, and Tracts "A" through "F", inclusive, of Sereno Canyon Phase 2, as shown on Final Plat recorded in Book 974 of Maps, page 40, Maricopa County Records,

PARCEL NO 3:

Lots 1 through 22, inclusive, and Tracts "A" and "B" of Sereno Canyon Phase 3, as shown on Final Plat recorded in Book 974 of Maps, page 41, Maricopa County Records

PARCEL NO 4:

Parcel 1 and a portion of Parcels 2 and 7 of The Goldie Brown Pinnacle Peak Ranch: Unit Two, as shown on Final Plat recorded in Book 191 of Maps, page 2, Maricopa County Records, more particularly described as follows:

Commencing at the northeast corner of said Parcel 1, a rebar with cap RLS 17591, from which the Southeast corner of said PARCEL 1, being the Southeast corner of said Section, 1/2 inch rebar with a bent illegible cap, bears South 00 degrees 04 minutes 54 seconds East (basis of bearing) a distance of 1321.15 feet, said point being the POINT OF BEGINNING;

THENCE along the East line of said Parcel 1 and said Section, South 00 degrees 04 minutes 54 seconds East, a distance of 1321.15 feet, to the Southeast corner of said Parcel 1 and said Section;

THENCE leaving said East line, along the South line of said Parcel 1, Parcel 2, and said Section, South 89 degrees 51 minutes 22 seconds West, a distance of 2643.98 feet, to the Southwest corner of said Parcel 2, also being the South quarter corner of said Section and the Southeast corner of said Sereno Canyon Phase 2;

THENCE leaving the South line of said Parcel 2, along the west line of said Parcel 2 and the Easterly line of said Sereno Canyon Phase 2, North 00 degrees 02 minutes 10 seconds West, a distance of 1321.28 feet, to the Northwest corner of said Parcel 2;

THENCE along the North line of said Parcel 2, North 89 degrees 51 minutes 47 seconds East, a distance of 225.90 feet;

THENCE leaving the North line said Parcel 2, continuing along said Easterly line, North 08 degrees 47 minutes 58 seconds West, a distance of 89.69 feet;

THENCE North 04 degrees 33 minutes 51 seconds East, a distance of 298.46 feet;

THENCE North 77 degrees 15 minutes 26 seconds East, a distance of 96.60 feet, to the beginning of a curve;

THENCE Southeasterly along said curve, having a radius of 17.00 feet, concave Southwesterly, through a central angle of 92 degrees 50 minutes 31 seconds, a distance of 27.55 feet, to a point of reverse curvature;

THENCE Southeasterly along said curve, having a radius of 208.00 feet, concave Northeasterly, through a central angle of 42 degrees 45 minutes 36 seconds, a distance of 155.23 feet, to a point of reverse curvature;

THENCE Southeasterly along said curve, having a radius of 292.00 feet, concave Southwesterly, through a central angle of 11 degrees 20 minutes 43 seconds, a distance of 57.82 feet, to a point of reverse curvature;

THENCE Southeasterly along said curve, having a radius of 430.00 feet, concave Northeasterly, through a central angle of 15 degrees 53 minutes 39 seconds, a distance of 119.29 feet, to a point of reverse curvature;

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12/11/2013

THENCE Southerly along said curve, having a radius of 320.00 feet, concave Westerly, through a central angle of 74 degrees 42 minutes 29 seconds, a distance of 417.25 feet, to a point of reverse curvature;

THENCE Southerly along said curve, having a radius of 270.00 feet, concave Easterly, through a central angle of 31 degrees 57 minutes 31 seconds, a distance of 150.60 feet, to a point of intersection with a non-tangent line;

THENCE South 75 degrees 32 minutes 22 seconds West, a distance of 29.43 feet, to the East line of the West half of said Parcel 2;

THENCE along said East line, continuing along said Easterly line, South 00 degrees 02 minutes 28 seconds East, a distance of 205.00 feet;

THENCE leaving said East line, continuing along said Easterly line, North 46 degrees 00 minutes 31 seconds East, a distance of 172.81 feet, to a point of intersection with a non-tangent curve;

THENCE Northerly along said curve, having a radius of 230.00 feet, concave Easterly, whose radius bears North 46 degrees 00 minutes 31 seconds East, through a central angle of 61 degrees 29 minutes 22 seconds, a distance of 246.83 feet, to a point of reverse curvature;

THENCE Northerly along said curve, having a radius of 360.00 feet, concave Westerly, through a central angle of 68 degrees 25 minutes 06 seconds, a distance of 429.88 feet, to the southerly line of said Sereno Canyon Phase 3 and a point of intersection with a non-tangent line;

THENCE leaving said Easterly line, along said Southerly line, North 42 degrees 38 minutes 45 seconds East, a distance of 273.39 feet;

THENCE South 71 degrees 31 minutes 24 seconds East, a distance of 248.68 feet;

THENCE South 04 degrees 23 minutes 46 seconds East, a distance of 257.96 feet;

THENCE North 87 degrees 26 minutes 00 seconds East, a distance of 265.80 feet, to the east line of said Parcel 7;

THENCE leaving said Southerly line, along said East line, South 00 degrees 03 minutes 38 seconds East, a distance of 38.04 feet, to the Southeast corner of said Parcel 7, being the Northwest corner of said Parcel 1 and a point of intersection with a non-tangent curve;

THENCE leaving said East line, along the North line of said Parcel 1, Easterly along said curve, having a radius of 468.82 feet, concave Southerly, whose radius bears South 09 degrees 20 minutes 04 seconds East, through a central angle of 09 degrees 11 minutes 21 seconds, a distance of 75.19 feet, to the curve's end;

THENCE North 89 degrees 51 minutes 17 seconds East, a distance of 1246.31 feet, to the POINT OF BEGINNING.

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 24984 N. 125TH PLACE
- b. County Tax Assessor's Parcel Number (MULTIPLE)
- c. General Location S.E.C. OF RANCH GATE ROAD & 125TH PLACE
- d. Parcel Size: 350 ACRES
- e. Legal Description: SEE ATTACHED LEGAL DESCRIPTION

(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land and may expose me or the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)
<u>ALEX STEDMAN</u>
<u>GORDON WARR</u>

Date
<u>12/11</u> , 20 <u>13</u>
<u>12/11</u> , 20 <u>13</u>
_____, 20____
_____, 20____

Signature
<u>[Signature]</u>
<u>[Signature]</u>

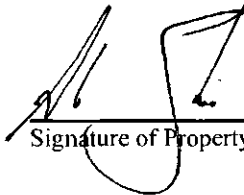
**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

S.E.C. OF RANCH GATE ROAD & 125TH PLACE

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner's AGENT

12/11/13
Date